

**ADAPTIVE HOUSING POLICY**

**I. LEGAL AUTHORITY:**

The Rehabilitation Act of 1973, as amended in Title IV of the Workforce Investment Act of 1998; 34 CFR 361.48(t).

**II. POLICY STATEMENT AND PURPOSE:**

Adaptive Housing is a supportive service provided to an individual with a disability under an IPE to enable the individual to have access to the primary living quarters where s/he lives and/or to leave the house in order to work.

**A. DEFINITIONS**

1. Adaptive Housing Services - architectural changes (or related equipment installation) which render a client's home suitable for pursuit or maintenance of an employment outcome. It includes all construction work required to enable the applicant/individual with a disability to have access to the primary living quarters (e.g., bedroom, bathroom, kitchen, and living room areas) in the home where s/he lives, and the ability to attend to personal hygiene, home-making activities and other basic personal needs.
2. Adaptive Housing Coordinator - is responsible for reviewing architectural specifications with counselor, reviewing contract submissions by the applicant/individual with a disability for Adaptive Housing Services, approving architectural plans, and is responsible for determining that Adaptive Housing Services are provided in accordance with the requirements of this chapter.

**B. SCOPE OF SERVICES**

Adaptive Housing Services are supportive services to individuals with disabilities so that they may derive the full benefit of other Vocational Rehabilitation services; i.e., job placement, training, restoration, etc., which are or will be provided under an IPE. ORS may purchase adaptive housing services only if they are necessary to enable the individual to allow egress from or access to the home in order to work.

**C. LIMITATIONS**

1. The agency shall not provide or purchase Adaptive Housing Services:
  - a. If such services would significantly add to the resale value or assessed

value of the property;<sup>2</sup>

- b. If such services would add a room to the home or add to living space;
  - c. To a home under construction;
  - d. Not necessitated by the functional limitations of the individual with a disability;
  - e. When the agency has previously provided Adaptive Housing Services to the same individual;<sup>3</sup>
  - f. When the individual resides in rental or leased property with the following exceptions: 1) self-help devices such as grab bars and railings or portable ramps or other mechanical or motorized devices may be provided with the written consent of the landlord; or 2) the owner is a relative, if the owner provides a notarized statement permitting the individual with a disability to reside on the premises for at least ten (10) years.
- 2. Adaptive Housing Services cannot be the only services provided under an IPE and must be provided in conjunction with other primary vocational rehabilitation services such as counseling, physical restoration, training, etc.
  - 3. Adaptive Housing Services that enable an individual to participate in evaluation services to determine vocational potential are limited to entrance and egress adaptations.
  - 4. The agency reserves the right to suspend or terminate Adaptive Housing Services at any time in the event of fraud, waste, abuse, failure to meet standards and deadlines, or poor performance as a result of any party's actions.

**D. Types of Adaptive Housing Services**

Adaptive Housing Services may include, but are not limited to, the provision of ramps, desks, railings, modifications to doorways, lowering kitchen counter tops, making bathrooms accessible and barrier-free, or any type of lifting device, (e.g., wheelchair lift, stairway chair lift, etc.) As appropriate, the contractor must have the

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<sup>2</sup>The Adaptive Housing Coordinator, with the concurrence of the Administrator or the Administrator's designee, may grant a waiver to this limitation under extenuating circumstances.

<sup>3</sup>The Adaptive Housing Coordinator, with the concurrence of the Administrator or Administrator's designee, may grant a waiver to this limitation under extenuating circumstances.

necessary State License through the Department of Labor and Training, Division of Professional Regulation, and must submit the proper application for a permit to install.

E. Maximum Payment for Adaptive Housing Services

1. Except for ramps and other mechanical and motorized devices to gain access and egress, the maximum payment which the agency will authorize for Adaptive Housing Services shall not exceed eight thousand five hundred dollars (\$8,500)<sup>4</sup>.

III. PROCEDURES:

- A. ORS determines that an eligible individual requires primary vocational rehabilitation services and that Adaptive Housing may be a necessary support service.
- B. The counselor shall visit the (applicant/individual with a disability) client at the home site being considered for Adaptive Housing Services in order to assess the need for and scope of those services.
- C. It is highly encouraged that the client and the counselor discuss the adaptive housing needs process and services with the Adaptive Housing Coordinator.
- D. During the assessment, the counselor shall assist the client to make an informed choice by considering rehabilitation technology needs of the individual and by advising her/him of other options, including exploration of more appropriate housing, e.g., Section 8 housing; the availability of modular or temporary ramps; and the limitations, including the cost and time constraints associated with those services. In addition, the counselor shall advise that proceeding further in the evaluation does not commit the agency to pay for any Adaptive Housing Services.
- E. The economic needs test (ORS-60) determination form shall be completed to establish client's financial eligibility for Adaptive Housing Services.
- F. The counselor may request the written recommendations of a licensed O.T. or other professional skilled in assessing adaptations to the home through an on-site assessment. The counselor provides the O.T. or other professional with a cover letter outlining the limitations and possible solutions discussed with the client. The Adaptive Housing Coordinator will maintain a current list of professionals for use as on-site consultants.

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<sup>4</sup>The Adaptive Housing Coordinator, with the concurrence of the Administrator or Administrator's designee, may grant a waiver to this limitation under extenuating circumstances.

**G. Architectural Evaluations**

1. If the counselor feels the initial assessment is complete (including, where applicable, the on-site consultation by an appropriate professional), the counselor should discuss the matter with his/her supervisor prior to proceeding with an on-site architectural evaluation.
2. If the counselor, supervisor, and Adaptive Housing Coordinator concur on the need for an architectural evaluation, an architect, selected in accordance with Division of Purchasing regulations, shall be authorized by the Adaptive Housing Coordinator to prepare a plan sketch, written report, and cost estimate.
3. When the property under consideration is not owned by the client and the requirements in II., C., 1., f. are met, the counselor must obtain a notarized statement from the relative-owner which permits the client to reside on the premises for the required ten (10) year period. The owner must also provide written permission to proceed with the proposed adaptations, provide proof of ownership (copy of deed, etc.), and obtain clearance from a mortgagor, if applicable.
4. Once the architectural report is obtained, the counselor will complete the adaptive housing referral form and submit it to the Adaptive Housing Coordinator along with the architectural report and professional's report, as appropriate.
5. The Adaptive Housing Coordinator is available to the counselor for consultation to review the proposed plan(s) and to attempt to resolve any issues that may arise in the course of developing an approvable Adaptive Housing Plan.
6. The counselor is responsible for insuring that the client and the homeowner approve the final plans before submitting them to the Adaptive Housing Coordinator.
7. The Adaptive Housing Coordinator reviews the plan for the provision of housing adaptation services, either approves or denies such provision, and returns the housing referral from to the counselor.
8. If the plan is denied, the counselor shall send a denial of services letter (ORS-122).
9. If the plan is approved by the Adaptive Housing Coordinator, the counselor shall authorize the architect to prepare a working architectural blueprint of the approved plan.

10. The original blueprint must be approved and signed by the client; five (5) copies of the signed original plus the original blueprint are sent to the counselor who will then submit them to the Adaptive Housing Coordinator.
  11. After the original blueprint has been approved, signed, and submitted by the client in accordance with III., G., 10., above. The approved plan for housing modification then goes out for bid in accordance with state purchasing regulations. The client is responsible for the selection of three (3) building contractors from whom bids are obtained. The client is also responsible for the submission to the counselor of a proposed written contract for the construction of the approved adaptive housing modification. The lowest qualified bidder shall be selected after the bids are reviewed by the Adaptive Housing Coordinator.
- H. The contract to construct the adaptive housing modification must contain the following minimum requirements:
1. The name and address of the parties to the contract, including the owner of the property in the event that the property is not owned by the client.
  2. A complete description of the work to be performed, which work must be in accordance with the approved final blueprints for the project.  
  
The blueprints must be included as an exhibit or addendum to the contract.
  3. The total price of the contract and any relevant payment terms.
  4. The date for completion of the contract work.
  5. Specify the warranties, if any, with respect to the workmanship and materials to be provided.
  6. An acknowledgment by the contracting parties that the State of Rhode Island, acting through ORS, is not a party to the contract.
  7. A statement that the contractor meets any and all applicable state or municipal licensing and/or registration requirements to engage in the construction of home modifications, and the contractor agrees to provide the client with any certificates or documents in proof thereof.
- The counselor and supervisor shall review the proposed documents and notify the client of any deficiencies in the proposed documents with respect to the

minimum contract requirements.

The counselor will also advise the client that s/he should not sign the contract until s/he has been notified that the contract has been approved for Adaptive Housing Services (See III., H., 8., below).

8. Once the client has submitted final proposed contract documents in accordance with above, the Adaptive Housing Coordinator shall review and approve or reject the contract documents.

The client will then be notified whether he or she qualifies for an adaptive housing modification in accordance with the approved contract specifications and documents. If the adaptive housing modification is approved, the client will be notified that:

- a. Payment will be processed upon completion of the work specified in the contract.
- b. In the event that a proposed adaptive housing modification contract requires partial payment of the contract price prior to commencement of the construction of the home modification, the client may submit to the agency a request for partial payment prior to the completion of the contract.

If good cause is shown for the request for partial payment, the Adaptive Housing Coordinator may approve a partial payment prior to the start of construction in an amount not to exceed the amount of building materials and supplies required for the home modification. The client must provide substantiation of his/her good cause and must provide financial information to the agency showing that s/he is unable to make the partial payment of the contract requirements from his or her own financial resources or income.

If the Adaptive Housing Coordinator approves the request for partial payment, the counselor shall authorize a partial payment as specified above.

The amount of the final payment of the contract shall be adjusted to reflect this authorized partial payment. The client shall also provide any and all documents and forms requested of this partial payment, including an itemized list of building materials and supplies to be purchased.

9. Upon completion of construction of the modification, the client shall notify the architect, and the architect shall make a final inspection and prepare the

architect's certificate of completion.

- a. Payment for the Housing Modification will be made directly to the client after the following documentation has been provided to the agency by the client:
  - 1) A copy of the signed and dated construction contract;
  - 2) The architect's certificate that the work has been completed in accordance with the specifications of the contract and blueprints;
  - 3) A final invoice for the balance due on the contract is prepared and a copy of the invoice and documents in 1) and 2) above are made and retained in the record.

10. After receipt of documents above, the Adaptive Housing Coordinator approves authorization of final payment.

The authorization form (Form T-2) shall be processed listing the client as payee and his/her social security number as the payee I.D.#.

After the check is received by the ORS fiscal office, the counselor is notified. The counselor requests that the "checklist form" be completed by the Adaptive Housing Coordinator. The counselor then forwards the completed form to Fiscal for release of the check to the counselor.

A meeting with the individual with a disability, the vendor, and the VR counselor is scheduled. The individual will then endorse the check and turn it over to the vendor as payment; the counselor will make a copy of both sides of the endorsed check and maintain the copy in the case file. If a mechanics lien for the work performed and materials provided has been recorded, the contractor (and subcontractors, if any) will then sign a release of the mechanics lien; copies of any release are made, and a copy is retained in the case record.